

SERVICE AGREEMENT NO. 877

Comprehensive Annual Financial Report (CAFR) & Budget Book Software and Implementation Services

THIS **Comprehensive Annual Financial Report (CAFR) & Budget Book Software and Implementation Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Gail Gray CPA, Consulting PC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Comprehensive Annual Financial Report (CAFR) & Budget Book Software and Implementation Service in response to Request for Bid/Proposal No. 158 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide implementation and annual licensing or subscription for a CAFR & Budget Book Software Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.** This Agreement is for 60 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to 0 additional number-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
3. **Compensation and Payment.** The total value of this Agreement is not to exceed \$ 337,310.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice.

All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Alma Iris Casas, Assistant Director of Financial Services
Department: Finance
Phone: 361-826-3610
Email: AlmaC@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and

Services will not be rendered until the Contractor receives the signed purchase release order.

- 7. Inspection and Acceptance.** Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.** The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances. In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Alma Iris Casas
Title: Assistant Director of Financial Services
Address: 1201 Leopard St. 78401
Fax: 361-826-3174

IF TO CONTRACTOR:

Gray CPA Consulting, PC
Attn: Gail Gray
Title: Principal/Owner, CPA
Address: 6606 FM Ste. 148-621
Magnolia, TX 77354

17. CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

- 19. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 20. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 21. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

 - A. this Agreement and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
- 22. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 23. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 24. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes

all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: Gail Gray
Printed Name: GAIL GRAY
Title: President / Principal
Date: 10/28/2016

CITY OF CORPUS CHRISTI

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance/Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 158
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

4.1. Background Information

- A. The City currently prepares its financial statements for the Comprehensive Annual Financial Report (CAFR) from trial balances by fund in MS Excel. Footnotes and Management's Discussion and Analysis (MD&A) are prepared in MS Word, statistical tables and Required Supplementary Information (RSI) are prepared in MS Excel. Other CAFR Miscellaneous content may be in PDF or similar formats. All of these pieces are then incorporated into a single document with Adobe Acrobat Professional; headers, page numbers, and table of contents are added manually.
- B. The City currently prepares its Budget Book from reports from the Infor CPM system in MS Excel. The Management Discussion and Analysis are prepared in MS Word. All graphs, charts and supplemental data are created in MS Excel. Other Budget Miscellaneous content such as memos, statistical data and power points may be in MS Word, PDF or similar formats. All of these pieces are then incorporated into a single document with Adobe Acrobat Professional; headers, page numbers, and table of contents are added manually.
- C. The City of Corpus Christi's CAFR for the fiscal year ended Sept. 30, 2015, is available for review on the City's website at <http://www.cctexas.com/government/financial-services/cafr/index>
Beginning in fiscal year 2016, the City intends to include prior year comparatives on the face of the financial statements.
- D. The City of Corpus Christi's Budget Books are available for review on the City's website at <http://www.cctexas.com/government/budget-and-management/index>

4.2. CAFR and Budget Book Production General Requirements

The City has defined the core requirements as follows:

- A. Produce GAAP compliant financial statements from imported data from City Financial and CPM Software (currently INFOR) that is not formatted beyond chart fields, amounts, fiscal year and accounting period using an integrated report writer with software mapping functionality.
- B. Produce all components (cover, organizational charts, graphs, text files, spreadsheets, scanned documents) of the CAFR and Budget Book using a

single software solution.

- C. Provide links between financial statements and other sections of the CAFR and Budget Book so that information used in multiple places only needs to be entered once.
- D. Publish the CAFR and Budget Book from a single software solution to a Portable Document Format (PDF).
- E. Provide version control with an audit trail. Ability to save and review multiple versions including the final CAFR and Budget Book.

4.3. Scope of Work:

The Contractor will provide an off-the-shelf software tool to produce the City's CAFR and Budget Book and first-year implementation services in order to automate these processes.

- A. Import data through interfaces or data extracts and map data from INFOR financial accounting software, INFOR CPM software, MS Excel and other data bases and formats into the software solution.
- B. Produce financial statements from imported raw data that is not formatted or grouped before import. Allow for at least 10 different map groupings to create different reports from the same data.
- C. Produce financial statements on the modified accrual and accrual basis of accounting including the conversion from the modified accrual basis to the accrual basis and government-wide statements and reconciliations in accordance with GASB guidance.
- D. Produce financial statements that auto-calculate, link, foot and cross-foot.
- E. Create journal entries and track adjustments for the CAFR that dynamically update data across the statements via the journal preparation feature. Allow for posting to government-wide and by specific funds. Ability to generate calculated journal entries.
- F. Systematically handle data rounding to ensure balanced statements.
- G. Provide for multiple users to access the software solution simultaneously without overriding or creating conflicting versions. Version control and review check-off capabilities. Software should accommodate a minimum of five to seven concurrent users.
- H. Link numbers in the financial statements/software solution to the transmittal letter, management's discussion and analysis, footnotes, and statistical schedules.

- I. Automatic pagination and linked Table of Contents.
- J. Drill down (at all mapping levels) to see the items making up a specific amount.
- K. Customizable, secure access by user, including workflow.
- L. Ability to archive multiple years of the CAFR or Budget Book.
- M. Ability to attach and save work papers within the software.
- N. Provide for a complete audit trail (distinguishing source systems and transactions).
- O. Software updates to accommodate new CAFR and Budget reporting requirements including changes in generally accepted accounting principles, Governmental Accounting Standards Board standards and Government Finance Officers Association requirements whenever such changes occur.
- P. The Contractor is to provide full first-year implementation for the project.
- Q. Contractor shall produce the prior year's CAFR and Budget Book and establish links within the software solution and import mechanisms to other data bases.
 - a. 80% of prior year's CAFR is to be complete by September 30, 2017; 100% complete by December 31, 2017.
 - b. 80% of prior year's Budget Book is to be complete by July 29, 2017 and 100% by October 31, 2017.
- R. The Contractor shall provide maintenance and support year round. End user and technical support for all components of the system available at a minimum of 8:00 a.m. – 5:00 p.m. CT.

Attachment B: CAFR Price Form Revised Through Negotiations

Software Purchase of CAFR Software-Pricing has been modified through negotiations and shall supersede the original pricing form of services to RFP Pricing Form- Comprehensive Annual Financial Report (CAFR) and Budget Book Software and Implementation Services RFP 158.

Pricing Form- Comprehensive Annual Financial Report (CAFR) and Budget Book Software and Implementation Services RFP 158						
ITEM	DESCRIPTION	QTY	UNIT	UNIT Price	EXTENDED PRICE	
1	Software Purchase of CAFR Software	1	LS		\$ 0	*
2	Annual Cost per License or Subscription for CAFR Software	1				*
	Year 1	5	EA	\$ 1,565.00	\$ 7,825.00	
	Year 2	10	EA	\$ 1,565.00	\$ 15,650.00	
	Year 3	10	EA	\$ 1,565.00	\$ 15,650.00	
	Year 4	10	EA	\$ 1,565.00	\$ 15,650.00	
	Year 5	10	EA	\$ 1,565.00	\$ 15,650.00	
3	Implementation Services including reproduction of prior year CAFR	1	LS		\$123,295.00	*
Total					\$193,720.00	

- *Software Purchase of CAFR Software cost has been removed entirely.
- *Annual cost per license or subscription for CAFR Software has been revised from lump sum to each. Licenses are priced at a per-user level the following breakdown is the anticipated number of licenses for year 1 through year 5. Cost per license for each user is \$1,565.00.
 - Year 1- 5 Users x 1,565.00 = \$7,825
 - Year 2- 10 Users x 1,565.00 = \$15,650
 - Year 3- 10 Users x 1,565.00 = \$15,650
 - Year 4- 10 Users x 1,565.00 = \$15,560
 - Year 5- 10 Users x 1,565.00 = \$15,560

Total Annual Cost per License: \$70,425.00
- *Implementation Services including reproduction of prior year CAFR has been revised to include Software Purchase of Budget Book cost and the training costs and support costs. The following is the breakdown of the implementation cost and training Costs and Support Costs.

Implementation Costs: \$86,655.00

 - Training Costs
Combined team comprehensive training 4-day On-site; 32 Training (CPE) Hours 32 Per Team to commence on Go Live Year 2. One-time fee of \$7,200.00
 - Support Costs
Annual contract of unlimited & (1) 24-hr Champion Training to commence on Go Live Year 2.
Year 2-\$10,000
40-hr bundle at current standard Support Rates; 40 Support hours Per Team, all member access to commence after Go Live Year 2.
Year 3-\$6,480
Year 4-\$6,480
Year 5-\$6,480

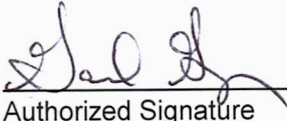
Training and Support Costs: \$36,640.00

Total Implementation Cost: \$123,295.00

Grand Total of CAFR Software: \$193,720.00


Proposer Signature

10/28/2016
Date


Authorized Signature

10/28/2016
Date



GRAY CPA CONSULTING PC

COLLABORATION ★ EXPERIENCE ★ TRUST

CAFR Production Pricing Sheet



CITY OF CORPUS CHRISTI PURCHASING DIVISION Pricing Form

RFP NO. 158

CAFR Software and Implementation Services

PAGE 1 OF 2

DATE: 09/08/2016

Gray CPA Consulting, PC

PROPOSER


 AUTHORIZED SIGNATURE

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Quote your best price for each item.
3. Prepare a separate Pricing Form for CAFR and for Budget Book.
4. In submitting this proposal, Proposer certifies that:
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issued through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1.	Software Purchase of CAFR Software	1	LS	\$1,565
2.	Annual Cost per License or Subscription for CAFR Software			
	Year 1	1	LS	\$1,565
	Year 2	1	LS	\$1,565
	Year 3	1	LS	\$1,565
	Year 4	1	LS	\$1,565
	Year 5	1	LS	\$1,565
3.	Implementation Services including reproduction of prior year CAFR	1	LS	\$137,605
			TOTAL	\$146,995

Attachment B: Budget Book Price Form Revised Through Negotiations

Software Purchase of Budget Book Software-Pricing has been modified through negotiations and shall supersede the original pricing form of services to RFP Pricing Form- Comprehensive Annual Financial Report (CAFR) and Budget Book Software and Implementation Services RFP 158.

Pricing Form- Comprehensive Annual Financial Report (CAFR) and Budget Book Software and Implementation Services RFP 158						
ITEM	DESCRIPTION	QTY	UNIT	UNIT Price	EXTENDED PRICE	
1	Software Purchase of Budget Software	1	LS		\$ 0	*
2	Annual Cost per License or Subscription for Budget Book Software	1				*
	Year 1	3	EA	\$ 1,565.00	\$ 4,695.00	
	Year 2	3	EA	\$ 1,565.00	\$ 4,695.00	
	Year 3	3	EA	\$ 1,565.00	\$ 4,695.00	
	Year 4	3	EA	\$ 1,565.00	\$ 4,695.00	
	Year 5	3	EA	\$ 1,565.00	\$ 4,695.00	
3	Implementation Services including reproduction of prior year Budget Book	1	LS		\$ 120,115.00	*
Total					\$143,590.00	

- *Software Purchase of Budget Book Software cost has been removed entirely.
- *Annual Cost per License or Subscription for Budget Book Software has been revised from lump sum to each. Licenses are priced at a per-user level the following breakdown is the anticipated number of licenses for year 1 through year 5. Cost per license for each user is \$1,565.00.
 Year 1- 3 Users x 1,565.00 = \$4,695
 Year 2- 3 Users x 1,565.00 = \$4,695
 Year 3- 3 Users x 1,565.00 = \$4,695
 Year 4- 3 Users x 1,565.00 = \$4,695
 Year 5- 3 Users x 1,565.00 = \$4,695
Total Annual Cost per License: \$23,475.00
- *Implementation Services including reproduction of prior year Budget Book has been revised to include Software Purchase of Budget Book cost and the training costs and support costs. The following is the breakdown of the implementation cost and training Costs and Support Costs.
Implementation Cost: \$83,475.00
 - Training Costs
 Combined team comprehensive training 4-day On-site; 32 Training (CPE) Hours 32 Per Team to commence on Go Live Year 2. One-time fee of \$7,200.00
 - Support Costs
 Annual contract of unlimited & (1) 24-hr Champion Training to commence on Go Live Year 2.
 Year 2-\$10,000
 40-hr bundle at current standard Support Rates; 40 Support hours Per Team, all member access to commence after Go Live Year 2.
 Year 3-\$6,480
 Year 4-\$6,480
 Year 5-\$6,480

Training Costs and Support Costs: \$36,640.00

Total Implementation Costs: \$120,115.00

Grand Total Budget Book Software: \$143,590.00



Proposer Signature

10/26/2016
Date



Authorized Signature

10/26/2016
Date



GRAY CPA CONSULTING PC

COLLABORATION ★ EXPERIENCE ★ TRUST

Budget Book Pricing Sheet



CITY OF CORPUS CHRISTI PURCHASING DIVISION Pricing Form

RFP NO. 158

Budget Book Software and Implementation

PAGE 1 OF 2

DATE: 09/08/2016

Gray CPA Consulting, PC

PROPOSER


 AUTHORIZED SIGNATURE

5. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
6. Quote your best price for each item.
7. Prepare a separate Pricing Form for CAFR and for Budget Book.
8. In submitting this proposal, Proposer certifies that:
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issued through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1.	Software Purchase of Budget Book Software	1	LS	\$1,565
2.	Annual Cost per License or Subscription for Budget Book Software			
	Year 1	1	LS	\$1,565
	Year 2	1	LS	\$1,565
	Year 3	1	LS	\$1,565
	Year 4	1	LS	\$1,565
	Year 5	1	LS	\$1,565
3.	Implementation Services including reproduction of prior year Budget Book	1	LS	\$136,225
			TOTAL	\$145,615

Attachement C: Insurance/Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2016 Insurance Requirements
Purchasing
CAFR Software and Budget Book RFP
8/08/2016 mv Risk Management

Attachement C: Insurance/Bond Requirements

Bonds are not required for this Service Agreement

Attachment D: Warranty Requirements

Warranty Requirements are not required in the service agreement.